1.MSA (JSR 248) Licensing

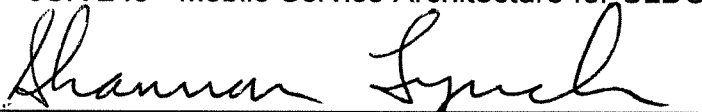**2.ATTN: MSA Specification Leads,**

We, Sun Microsystems, as the licensor of the specification for the JSRs referenced by JSR 248 and listed below and as the licensor of the Technology Compatibility Kit (TCK) for JSRs listed below, herewith declare our willingness and intention to license the Output (i.e. Specification, Reference Implementations and Technology Compatibility Kits/TCKs) from the listed JSR(s) under terms and conditions consistent with the license principles for MSA as set forth below. Unless otherwise defined below, capitalized terms used in this declaration shall have the same meaning as they have in the JSPA and/or in the JCP Process document.

Specification licensor for the following JSRs:

- JSR 172 - J2ME Web Services
- JSR 177 - Security and Trust Services API for J2ME
- JSR 211 - Content Handler API

RI and TCK licensor for the following JSRs:

- JSR 120 - Wireless Messaging API
- JSR 135 - Mobile Media API
- JSR 172 - J2ME Web Services
- JSR 177 - Security and Trust Services API for J2ME
- JSR 211 - Content Handler API
- JSR 248 - Mobile Service Architecture for CLDC

Shannon Lynch
Director, Mobile and Embedded
Sun Microsystems, Inc.

MSA Licensing Principles:

1. _Specifications will be made publicly available in accordance with the JSPA. To the extent not inconsistent with the JSPA, a royalty free license to analyse and to use a Specification for research, evaluation, optimisation and development purposes must be granted, provided that the license shall explicitly exclude any right to use an implementation of the Specification for internal deployment, the creation and/or distribution of implementations of the Specification for direct or indirect commercial (including strategic) gain or advantage, the modification of the Specification (other than to the extent of the licensee's fair use rights) or the distribution of the Specification to third parties. Any license for other uses of a Specification (e.g. to create and distribute commercial implementations) must be available under a separate agreement. Any of these licenses may be made available using a click-through or other reasonable acceptance mechanism._

2. _In order to allow for the recovery of direct costs (over a reasonable number of licensees and to defray the direct cost of developing and maintaining each TCK), each TCK shall be licensed_

by its Specification Lead (or the party responsible for licensing the TCK on behalf of the Specification Lead) on a royalty free or flat fee basis having a cap of a maximum of 50,000 USD for each TCK, including all updates and new releases (if any), unless such increase is caused by events outside of the control of the TCK licensor, including, by way of example, costs imposed by a third party due to patent claim(s). Any such increase shall be limited to an equitable and objective distribution of actual additional costs incurred or to be incurred by the TCK Licensor. The Specification Lead(s) for JSR 248 shall be notified without undue delay regarding any such increase and shall retain their discretion, in their capacity as the Specification Leads, as to whether the event causing such increase warrants a reconsideration of, or changes to, JSR 248. For the avoidance of doubt, the language regarding "events outside of the reasonable control of the Party and/or direct cost recovery" shall not be understood to include fees (if any) paid to outside contractors for development of the TCKs. The RIs, in binary form, shall be licensed without additional charge. TCKs and RIs shall be offered separately (but may also be bundled under a single agreement at licensee's option) to all interested parties. Each license shall be worldwide (subject to each party's compliance with all applicable law, including, for example, export control laws and regulations of relevant jurisdictions), non-exclusive and will be granted on an AS IS basis without any warranties given and with the exclusion of all indirect and consequential damages. The license grant shall be for a term sufficient to provide an incentive for the licensee to invest in the technology but in any case shall not be less than three (3) years. Terms for maintenance releases and updates shall adhere to these guidelines.

3. TCK licenses shall enable licensees to test implementations on behalf of third parties as a free or for-fee commercial service, provided that the Specification Lead(s) (or the party authorized on its behalf) shall always resolve the test challenges. TCK licenses may contain provisions which require a licensee who is carrying out testing ("Testing Party") on behalf of a third party ("Third Party Implementer") to: -

    a. require such Third Party Implementer to comply with the compatibility requirements as referred to in Sections 5B and E of the JSPA; and

    b. use a reasonable enforcement mechanism for compliance of the Third Party Implementer with such compatibility requirements. Such enforcement mechanism shall either provide the TCK licensor with authority to directly enforce compatibility requirements with the Third Party Implementer (for example by providing third party beneficiary rights to the TCK licensor) or provide the TCK licensor with a right to terminate the license with the Testing Party if the Testing Party is not directly enforcing compatibility requirements, subject to a reasonable time period for the Third Party Implementer to cure the breach of the compatibility requirements.

        Such testing of implementations on behalf of Third Party Implementers may be subject to a higher fee (per party being tested), such fee to be capped at the sum of license fees which would have been due if the Third Party Implementers had licensed the TCK directly from the TCK Licensor.

4. JSRs shall be licensed under similar terms independent of whether the JSR will be implemented as part of a complete implementation of JSR 248 Specification or is implemented outside of thisSpecification.

5. The above-defined licensing rules for a TCK shall continue to apply and licenses for TCKs shall continue to be made available by the Specification Lead (or the party authorized on its

behalf), even when and if the related JSR subsequently becomes part of a Platform Edition or is otherwise referenced by a UJSR.

Note: The MSA licensing principles stated above do not apply to the following configuration and profile specifications: Connected Device Configuration, Connected Limited Device Configuration, Foundation Profile, Personal Basis Profile, Personal Profile, IM Profile, and Mobile Information Device Profile.